# General conditions of use of the site

## 1. Preamble :

The website www.carsys.be is provided by Michel Lecrombs SA (a limited liability company under Belgian law) whose registered office is located at 6, rue André Feher, B-6900 AYE, and whose registration number in the Legal Persons Register is 0462.340.404.

## 2. Presentation of the website carsys.be :

The carsys.be website is a platform for purchasing a wide range of new and used vehicles.

The carsys.be Website is available 24 hours a day, 7 days a week, unless interrupted for scheduled maintenance, and offers vehicles for sale with:

• A detailed description of the technical characteristics of each vehicle;

• Detailed photos of each vehicle;

• A detailed indoor/outdoor condition report;

The carsys.be Website is strictly reserved for a clientele composed exclusively of professionals in the automotive sector.

## 3. Acceptance of the General Terms and Conditions:

Please read these Terms and Conditions carefully before using or purchasing from the carsys.be Website. You are invited to print them and keep a copy.

The use of the carsys.be website implies the unreserved acceptance of these General Terms and Conditions of Use, as well as our Privacy Policy and General Terms and Conditions of Sale.

You are responsible for carefully reviewing these General Terms and Conditions governing the use of the carys.be Website each time You wish to use it, insofar as certain changes may be made without notice.

## 4. Use :

By using the carsys.be Website, You expressly agree:

• not to use the carsys.be Website for illegal, illicit or fraudulent purposes, in particular You prohibit any use contrary to local, national or international laws or regulations;

• not to use the carsys.be Website in any way that would harm Michel Lecrombs SA and, in particular, You may not use the carsys.be Website to disseminate harmful, illegal or, in any other way, unlawful information of an unpleasant, discriminatory or offensive nature towards Michel Lecrombs SA or third parties;

• not to obstruct, disrupt access to or damage the carsys.be Website, the computer systems or software of Michel Lecrombs SA (or those of a third party);

• not to use the carsys.be Website to knowingly transmit data or to send or upload content that contains computer viruses, Trojan horses, worms, time bombs, keyloggers, spyware, adware or other malicious software or similar computer code, or to conduct or facilitate hacking activities or commit acts that may constitute cybercrime.

• not to infringe the patents, trademarks, trade secrets, copyrights, designs, database rights or other intellectual property rights of any party or entity;

• not to impersonate any natural or legal person, including, in particular, a representative of carsys.be, and not to make false or misleading statements about Your relationship with any natural or legal person;

• to maintain the confidentiality of any user ID code, password or information that You choose or that is provided to You as part of the security procedures of the carsys.be Website. You agree not to disclose this information to any third party. Michel Lecrombs SA reserves the right to deactivate your user identification codes or passwords, whether chosen by You or assigned by us, at any time, if, in its opinion, You have not complied with any of the clauses of these general terms of use;

• to use the vehicle photos on the Website only as part of a personalised commercial offer, and therefore to prohibit You from using said photos to publicly reannounce vehicles.

• to comply with these general conditions of use.

In the event of failure to comply with these obligations, Michel Lecrombs SA reserves the right to prohibit and block access to the carsys.be Website and its network without in any way engaging its liability to you.

You will be held liable for any type of damage that Michel Lecrombs SA may suffer, directly or indirectly, as a result of a breach of any of the obligations under these General Terms and Conditions or of the legal provisions relating to the use of the carsys.be Website.

## 5. Information on the Site:

Although Michel Lecrombs SA has made every effort to ensure that the information on the carsys.be Website is accurate when it is put into service, it cannot be held liable for any errors or omissions or information that may be incomplete, inaccurate or obsolete.

## 6. My carsys" space:

### 6.1. Registration process :

To use all the features of the carsys.be Website, You must first register. Without an account, you will not be able to purchase a vehicle, receive alerts, participate in auctions, edit customized commercial offers and/or contact us for information on one or more vehicles.

Registration on the carsys.be Website is free of charge.

The application to register on the carsys.be website is made via an online form.

#### 6.1.1. Profile of a carsys.be account :

When you register, you must fill in all the fields designated on the form according to the different steps of the registration procedure.

Thus, You must indicate in particular:

• Your name and full address

• Your intra-community VAT number

• The name of your purchasing manager

• Confirm your quality as a professional in the automotive sector
etc.

6.1.2. Contact details of the carys.be account holder

You must also enter your personal details and a strictly personal password.

Each registered user guarantees that the data they provide is accurate, complete and up to date.

6.2. Use of the carsys.be account

To ensure the confidentiality and security of the carsys.be Website, You must ensure that the confidentiality of your login ID and password is respected. You must not communicate your username and/or password to anyone.

You are solely responsible for protecting the confidentiality and security of your username and password. In case of use by a third party of your username and password, You must notify Michel Lecrombs SA as soon as possible.

You are also fully responsible for all actions carried out on the carsys.be Website using your login and password. In the event of loss or theft of your login and/or password and/or inability to connect to your carsys.be account, you must inform Michel Lecrombs SA as soon as possible using the available function by completing the contact form provided for this purpose on the home page of the carsys.be Website. A new password will then be sent to you by email. You are encouraged to change your password regularly to ensure greater security.

6.3. Suspension or blocking of the carsys.be account

Access to your account may be blocked or suspended for any of the following reasons: (i) one or more vehicles ordered have not been paid for; (ii) failure to provide the mandatory legal information required at the time of registration.

You will then be invited to contact Michel Lecrombs SA who will accompany You to regularize the situation and will then be able to reactivate your access to your carsys.be account.

6.4. Functionality of the carsys.be account

By creating a carsys.be account as a professional, you will be able to:

• Update your information.

• Register the vehicles that interest You.

• Edit personalized offers with your logo, price list and VAT rates on behalf of your customer.

• Buy vehicle(s) at fixed prices or through auctions

• Download on line all the photos of the vehicles purchased

## 7. Intellectual Property

The carsys.be Website constitutes an intellectual work protected by copyright and author's rights, as well as other international intellectual property laws.

The entire content of the carsys.be Website, which shall be deemed to include, in particular, texts, photographs, graphics, images, icons, technologies, software, links, domain names, trademarks and other audiovisual content, as well as their graphic representations and source codes (hereinafter referred to as the "Content"), shall be the exclusive property of Michel Lecrombs SA or third parties whose rights, if any, are recognised by Michel Lecrombs SA, and shall be protected by intellectual or industrial property rights under applicable national or international legislation.

The name carsys.be and other trademarks, logos or graphic representations of Michel Lecrombs SA appearing on the carsys.be Website are registered trademarks owned by Michel Lecrombs.

Other company names and product or service names appearing on the carsys.be Website may be the trademarks of their respective owners. Any use of any of the above-mentioned trademarks is prohibited without the prior express written consent of the owners of the rights concerned, under penalty of infringement.

You can use the carsys.be Website to access its Content and benefit from the services offered. Any reproduction and/or representation, in whole or in part, of the Content of the carsys.be Website, on any medium, by any means whatsoever and for any other purpose is strictly prohibited without the prior express written consent of Michel Lecrombs SA.

You are not granted any right or license to use the trademarks or other intellectual property rights. Thus, You may not modify, rent, lease, sell, distribute or create derivative works from the content of the carsys.be Website and/or the products and services offered on the carsys.be Website, in whole or in part.

Any infringement of any of the intellectual property rights referred to above may constitute a breach of these conditions and may be considered as an infringement offence punishable under the provisions of the Intellectual Property Code and the Criminal Code.

## 8. Database protection

By application in particular of the provisions of Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases and applicable national laws, You expressly and irrevocably agree that the carsys.be Website and the services provided through it consist of one or more databases provided by Michel Lecrombs SA in its capacity as a database producer.

More generally, any storage, extraction, use, reproduction, representation or conservation, direct or indirect, partial or total, including in the buffer memory, of any substantial part, qualitatively or quantitatively, of the content of one or more of the databases held by Michel Lecrombs SA, without prior agreement, is strictly prohibited.

## 9. Links to other websites

No third party is authorized to include links on its website pointing to the carsys.be Website without the express prior consent of Michel Lecrombs SA.

If a third party is authorized to use the link www.carsys.be, such use shall be in accordance with the limits and for the purposes provided for under this express authorization.

10. Disclaimer of Warranty

Michel Lecrombs SA reserves the right to interrupt access to the carsys.be Website and the provision of any or all of the Content available through it at any time and without notice, for technical, security or maintenance reasons, power cuts or any other valid reason.

Your use of the carsys.be Website is at your own risk. The carsys.be Website is provided on an "as is" and "as available" basis.

You are solely liable for any damage to your computer system or loss of data that may result from the use of the carsys.be Website.

No advice or information obtained, orally or in writing, by You from Michel Lecrombs SA through or from the carsys.be Website shall create a warranty or other obligation not expressly established under the terms and conditions of sale.

Although reasonable precautions are taken to protect the security and integrity of wireless or networked Internet access, Michel Lecrombs SA cannot guarantee that the use of a wireless connection will be secure.

Thus, You agree to use these services at Your absolute discretion and risk and acknowledge that You are solely responsible for any damage to Your computer system or loss of data resulting therefrom.

## 11. Privacy Policy

The terms of Michel Lecrombs S.A.'s Privacy Policy form an integral part of these General Terms and Conditions of Use. You consent to the use of personal information by Michel Lecrombs SA, as part of the carsys.be Website, in accordance with the terms and for the purposes set out in the Michel Lecrombs SA Privacy Policy applicable to the carsys.be Website. You will be required to read and accept the terms of this Privacy Policy before communicating your personal data to Michel Lecrombs SA.

## 12. Security Policy

The carsys.be website uses secure technology to safeguard personal information and financial transactions.

## 13. General clauses

The fact that Michel Lecrombs SA does not exercise or avail itself of a right or clause of these General Terms and Conditions of Use shall not constitute a waiver of such right or clause. In the event that any competent court finds that any clause of these General Terms and Conditions of Use is null and void, the parties agree that the court concerned shall endeavour to give effect to the will of the parties as provided for in the clause concerned and that the other clauses of the General Terms and Conditions of Use shall retain their full effect. The titles of the articles of the General Conditions of Use are given for ease of reading and shall have no legal or contractual effect.

## 14. Applicable law and Attribution of Jurisdiction

The Belgian courts shall have non-exclusive jurisdiction to hear any claim arising from or in connection with a visit to the carsys.be Website, it being understood, however, that Michel Lecrombs SA retains the right to bring an action against you for breach of these General Conditions of Use in your country of residence or in any other country concerned.

These General Terms and Conditions of Use and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with Belgian law.

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